

EXHIBIT 8

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.,
OTTOMOTTO LLC; Otto
Trucking LLC,

Defendants.

Case No.

3:17-cv-00939-WHA

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VIDEOTAPED DEPOSITION OF NINGJUN QI
San Francisco, California
Thursday, June 22, 2017
Volume I

Reported by: SUZANNE F. GUDELJ
CSR No. 5111
Job No. 2644340
PAGES 1 - 320

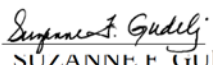
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<p>1 Uber is the buyer and Otto is the seller, correct?</p> <p>2 A Yes.</p> <p>3 Q And so you're saying it is not typical for</p> <p>4 the buyer, in this case Uber, to indemnify the</p> <p>5 seller, in this case Otto? 11:43:34</p> <p>6 A Yes.</p> <p>7 Q And that is, in fact, what the term is in</p> <p>8 the -- this particular deal, correct?</p> <p>9 A Yes, in certain circum- -- circumstances.</p> <p>10 Q What do you mean by "in certain 11:43:44</p> <p>11 circumstances"?</p> <p>12 A I just wanted to clarify this is not a</p> <p>13 blanket indemnification of the buyer for -- to the</p> <p>14 seller.</p> <p>15 Q In what circumstances is Otto indemnified 11:43:54</p> <p>16 by Uber?</p> <p>17 MR. JACOBS: Objection. Calls for a legal</p> <p>18 conclusion.</p> <p>19 THE WITNESS: I --</p> <p>20 MR. JACOBS: You can answer to your 11:44:04</p> <p>21 understanding.</p> <p>22 THE WITNESS: -- don't -- I mean, I don't</p> <p>23 think I can give a good summary of that.</p> <p>24 BY MS. ROBERTS:</p> <p>25 Q In all of the deals that you've worked on 11:44:16</p> <p>Page 118</p>	<p>1 do would lead the indemnification to fall away.</p> <p>2 Q Why was the indemnification provision</p> <p>3 included in the agreement?</p> <p>4 MR. JACOBS: You can answer that to the</p> <p>5 extent you are basing your answer on information 11:45:53</p> <p>6 other than specific advice of Uber's counsel.</p> <p>7 THE WITNESS: It was a negotiated term.</p> <p>8 BY MS. ROBERTS:</p> <p>9 Q Who proposed the indemnification term?</p> <p>10 MR. JACOBS: You can answer that. 11:46:09</p> <p>11 THE WITNESS: Anthony and Lior proposed the</p> <p>12 concept. I would not say they proposed the</p> <p>13 indemnification term itself.</p> <p>14 BY MS. ROBERTS:</p> <p>15 Q So Anthony and Lior proposed the concept of 11:46:23</p> <p>16 Otto being indemnified by Uber?</p> <p>17 A Yes.</p> <p>18 Q When Anthony and Lior proposed the concept</p> <p>19 of indemnification, what exactly did they say to</p> <p>20 Uber? 11:46:39</p> <p>21 A They were concerned that regardless of</p> <p>22 anything they've done, even if they've taken every</p> <p>23 necessary precaution, that by the mere nature of the</p> <p>24 fact that they are getting acquired by Uber, that</p> <p>25 Google would sue regardless of the merit of the case 11:46:58</p> <p>Page 120</p>
<p>1 in your whole career, not -- not limited to Uber,</p> <p>2 have you seen any other deal in which the buyer</p> <p>3 indemnified the seller?</p> <p>4 A Not that I can remember. But when I was</p> <p>5 very junior, we were always -- we were not always 11:44:32</p> <p>6 privy to the actual merger document negotiations.</p> <p>7 Q But in all of your experience in which you</p> <p>8 are aware of any terms of an agreement that you were</p> <p>9 working on, you've never been involved in an</p> <p>10 agree- -- in a deal in which the buyer agreed to 11:44:47</p> <p>11 indemnify the seller?</p> <p>12 A Yes, as aware -- as far as I'm aware.</p> <p>13 Q So that was a term of this particular deal</p> <p>14 that was complicated and different from your prior</p> <p>15 experience? 11:45:04</p> <p>16 A Yes.</p> <p>17 Q And you mentioned that the indemnification</p> <p>18 does not apply in all circumstances; is that right?</p> <p>19 A That is my understanding.</p> <p>20 Q Okay. But you aren't in a position to 11:45:14</p> <p>21 explain what those circumstances are in which it</p> <p>22 does or does not apply?</p> <p>23 A Only at a high level.</p> <p>24 Q Can you explain that at a high level?</p> <p>25 A There are certain acts that if they were to 11:45:29</p> <p>Page 119</p>	<p>1 itself.</p> <p>2 Q Did they say anything else?</p> <p>3 A They felt that if they were a small</p> <p>4 startup, that Google would not come after them. So</p> <p>5 they felt that this acquisition could potentially 11:47:18</p> <p>6 put them under increased scrutiny, whether it was</p> <p>7 deserved or not.</p> <p>8 Q Did they say anything else?</p> <p>9 A Not that I can remember.</p> <p>10 Q You said that Anthony and Lior were 11:47:37</p> <p>11 concerned that regardless of anything they've done,</p> <p>12 even if they've taken every necessary precaution,</p> <p>13 Google would sue regardless of the merit of the --</p> <p>14 merits of the case; is that right?</p> <p>15 A Yes. 11:47:54</p> <p>16 Q Did they discuss any particular issues that</p> <p>17 they were concerned about?</p> <p>18 A No. Or -- or not that I can recall.</p> <p>19 Q Did they express to Uber any concerns</p> <p>20 that -- concerns relating to use of Google's trade 11:48:23</p> <p>21 secrets?</p> <p>22 A Not that I recall.</p> <p>23 Q Did Anthony or Lior express to Uber any</p> <p>24 concerns relating to taking Google confidential</p> <p>25 information before they left Google? 11:48:42</p> <p>Page 121</p>

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<p>1 Q In this draft of the term sheet, I haven't 2 seen a reference to the forensic due diligence that 3 was performed prior to the acquisition agreement 4 being signed. Was a forensic due diligence report 5 being discussed as of January 20th, 2016? 03:34:39 6 A I can't remember. 7 Q When -- well, first of all, did Uber 8 suggest the forensic due diligence report? 9 THE WITNESS: Can I answer? 10 MR. JACOBS: You can answer that -- as 03:34:57 11 between -- in the negotiations between the companies 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 03:35:09 16 BY MS. ROBERTS: 17 Q When did Uber suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 20 Q What were Mr. Levandowski and Mr. Ron's 03:35:25 21 responses -- let me break it apart. What was Mr. 22 Levandowski's response to Uber's suggestion to 23 conduct a forensic due diligence? 24 A Based on my recollection, he was okay with 25 it. 03:35:53 Page 230</p>	<p>1 THE WITNESS: I don't think I'm qualified 2 to answer that. 3 BY MS. ROBERTS: 4 Q As of the date of this draft term sheet, 5 had Mr. Levandowski and Mr. Ron requested that Uber 03:37:16 6 indemnify them? 7 A I don't remember. 8 Q Are you familiar with the use of the term 9 "bad acts" in the context of the negotiations with 10 Mr. Levandowski? 03:37:32 11 A Yes. 12 Q What's your understanding of what bad acts 13 refers to? 14 A That there's a specific list or concepts of 15 actions that would constitute as a bad act, 03:37:46 16 something that we did not want -- "we" as in Uber. 17 Q And can you describe for me how the 18 discussions about these bad acts came up? 19 MR. JACOBS: Meaning discussions with -- 20 BY MS. ROBERTS: 03:38:10 21 Q Discussions with Mr. Levandowski and 22 Mr. Ron. 23 A I'm not really sure. 24 Q In all of your prior deals that you've 25 worked on in your whole career, have there been 03:38:23 Page 232</p>
<p>1 Q What was Mr. Ron's reaction to Uber's 2 suggestion to conduct a forensic due diligence? 3 A Based on my recollection, he was also okay 4 with it. 5 Q So going back to this draft term sheet, 03:36:05 6 like I said, I don't believe there's a reference to 7 a forensic due diligence report in this version 8 dated January 20th, 2016. Do you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016? 03:36:25 11 MR. JACOBS: Objection. Asked and 12 answered. 13 THE WITNESS: I can't say. 14 BY MS. ROBERTS: 15 Q If you turn in Exhibit 301 to page 4, a 03:36:35 16 little over halfway down the page, there's the line 17 for Indemnification. Do you see that? 18 A Yes. 19 Q It says: 20 "The agreement will contain customary 03:36:54 21 indemnities for a transaction of this 22 nature." 23 What are customary indemnities for a 24 transaction of this nature? 25 MR. JACOBS: Objection. 03:37:04 Page 231</p>	<p>1 provisions relating to the bad acts in those 2 agreements that were closed? 3 A Not that I can remember. 4 Q So to the best of your recollection, this 5 is the first deal that you've worked on that had 03:38:34 6 provisions relating to bad acts? 7 A There are usually provisions for calling 8 reps and warranties for not doing certain actions. 9 In the context of bad acts around indemnification, 10 to my best of my knowledge, this is the first time. 03:38:55 11 Q And sitting here today, you don't recall 12 how, in communications between Uber and Mr. 13 Levandowski and Mr. Ron, the issue of bad acts was 14 first raised? 15 A I don't remember specifically how it 03:39:11 16 originated. 17 Q And in the communications between Uber and 18 Mr. Levandowski and Mr. Ron, what was discuss- -- 19 discussed about bad acts? 20 A Given that they wanted some sort of 03:39:26 21 protection by Uber, we also had to make sure that 22 this does not inadvertently incentivize them to do 23 stupid things or things that we deem later -- later 24 deemed bad acts. 25 Q How would they be inadvertently 03:40:04 Page 233</p>

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<p>1 VIDEO OPERATOR: This concludes today's 2 videotaped deposition of Nina Qi. We're off the 3 record at 5:45 p.m. 4 (TIME NOTED: 5:45 p.m.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 I, the undersigned, a Certified Shorthand 2 Reporter of the State of California, do hereby 3 certify: 4 That the foregoing proceedings were taken 5 before me at the time and place herein set forth; 6 that any witnesses in the foregoing proceedings, 7 prior to testifying, were duly sworn; that a record 8 of the proceedings was made by me using machine 9 shorthand which was thereafter transcribed under my 10 direction; that the foregoing transcript is a true 11 record of the testimony given. 12 Further, that if the foregoing pertains to 13 the original transcript of a deposition in a Federal 14 Case, before completion of the proceedings, review 15 of the transcript [X] was [] was not requested. 16 I further certify I am neither financially 17 interested in the action nor a relative or employee 18 of any attorney or party to this action. 19 IN WITNESS WHEREOF, I have this date 20 subscribed my name. 21 Dated: 6/23/2017 22 23 24  25 SUZANNE F. GUDELJ CSR No. 5111</p>
<p>1 2 3 4 5 6 7 8 I, NINGJUN QI, do hereby declare under 9 penalty of perjury that I have read the foregoing 10 transcript of my deposition; that I have made such 11 corrections as noted herein, in ink, initialed by 12 me, or attached hereto; that my testimony as 13 contained herein, as corrected, is true and correct. 14 EXECUTED this ____ day of _____, 15 2017, at _____, 16 (City) (State) 17 18 _____ 19 NINGJUN QI 20 Volume I 21 22 23 24 25</p>	<p>Page 318</p>
<p>Page 319</p>	<p>Page 320</p>